



OFFICIAL GAZETTE

GOVERNMENT OF GOA

SUPPLEMENT

GOVERNMENT OF GOA

Department of Labour

Notification

No. 28/18/2007-LAB /1178

The following Award passed by the Industrial Tribunal of Goa at Panaji-Goa on 15-10-2007 in reference No. IT/14/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 14th November, 2007.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, AT PANAJI-GOA

(Before Dilip K. Gaikwad, Presiding Officer)

Ref. No. IT/14/04

Workmen

Rep. by Goa Auto Accessories Ltd.,

Workers Union,

Honda, Goa.

.... Workman/Party I

V/s

M/s. Goa Auto Accessories Ltd.,

Honda, Satari,

Goa.

.... Employer/Party II

Workman/Party I - is represented by Representative P. Gaonker.

Employer/Party II - is represented by Adv. M. S. Bandodker.

AWARD

(Passed on this 15th day of October, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

1. Facts of the present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 28-1-2004 has referred to this Industrial Tribunal following dispute for adjudication:

SCHEDULE

"(1) Whether the following demands served on the management of M/s. Goa Auto Accessories Ltd., Honda, Satari, Goa by Goa Auto Accessories Ltd., Workers Union on behalf of workmen are legal and justified?

Demand No. 1: Revision in Basic Pay Scale

It is demanded that the existing basic pay scales be suitably revised in consultation with the union. Besides, each workmen be given a flat rise of Rs. 500/- per month in his basic pay and be suitably fitted in the new basic pay scale.

Demand No. 2: Revision in Fixed Dearness Allowance

It is demanded that the existing fixed dearness allowance be raised. Each workman be given a flat rise of Rs. 200/- per month in the existing fixed dearness allowance.

Demand No. 3: Revision in Variable Dearness Allowance

It is demanded that the rate of variable dearness allowance per index point be revised from existing Rs. 1.92 to Rs. 2.50.

Demand No. 4 : Revision in House Rent Allowance

It is demanded that the existing house rent allowance be revised. Each workman be given a rise of Rs. 200/- per month on the existing house rent allowance.

Demand No. 5 : Seniority Increments

It is demanded that the workmen be given seniority increments as follows:-

- (a) Group 1 (Joined before 31-12-84) 10 increments.
- (b) Group 2 (Joined before 31-3-86) 8 increments.
- (c) Group 3 (Joined before 30-06-97) 6 increments.

Demand No. 6 : Washing Allowance

It is demanded that each workman be given a rise of Rs. 150/- per month in the existing washing allowance besides, each workman be provided 4 good quality wheel soaps and a pair of napkin every year.

Demand No. 7 : Conveyance Allowance

It is demanded that each workman be given rise of Rs. 150/- per month in the existing conveyance allowance.

Demand No. 8 : Annual Medical Check up

It is demanded that the workman be provided facility of annual medical check up. Costs of such medical check up incurred by workman shall be reimbursed.

Demand No. 9 : Leave Travelling Allowance

It is demanded that workman be given leave travelling allowance of Rs. 4,000/- per annum.

Demand No. 10 : Night Shift Allowance

It is demanded that the night shift allowance be revised at Rs. 10/- per hour.

Demand No. 11 : Leave/Holiday

It is demanded that-

- (a) Privilege Leave :
Workmen be given privilege leave calculated at the rate of one day for every 8 days worked. Privilege leave to be sanctioned one day, if required, and for 10 times in a year.
- (b) Sick Leave :
Workmen be given sick leave of 16 days every calendar year.
- (c) Casual Leave :
Workmen be given casual leave of 15 days every calendar year.
- (d) Special Leave :
Special leave be given to employees who participate in sports, cultural activities, social works and in case dependent is sick.
- (e) Holidays :
Holidays be revised to 16 days in a calendar year. Besides, on satyanarayan pooja day held

once in a year, same should be treated as on duty.

The additional holidays shall be as follows :

- (1) Ramzan-Id
- (2) Good Friday
- (3) Mahashivratri
- (4) Goa Statehood day
- (5) Holiday
- (6) Feast of St. Francis Xavier
- (7) 1st day of New Year.

Leave Encashment :

Leave encashment of full pay with all allowance to be paid.

Demand No. 12 : Transport Facilities

It is demanded that the following transport facilities be provided:-

- (a) Keri to factory in all 3 shifts.
- (b) Transport to Valpoi be extended upto Thane.
- (c) Transport to Usgao be extended via Surla and Velguem in all 3 shifts.
- (d) Transport to Bicholim be extended upto Assonora and via Sarvana.
- (e) Transport be introduced to Marcela.
- (f) Transport facility be provided free of cost.
- (g) Those workmen who come in their own transport be paid Rs. 500/- per month as transport allowance.
- (h) Transport be provided during Union General Body Meeting on Sunday and holidays.
- (i) Efficiency of transport be improved by introducing properly maintained and sufficient number of buses.
- (j) Transport be provided on Sundays and holidays in case workmen are called for duty.
- (k) In case of failure of company transport at night, the workmen be allowed to go home after waiting for one hour.

Demand No. 13 : Canteen Facilities

It is demanded that the workmen be provided stapled food, namely, fish curry rice twice a week. A dahi vatti and fruit be provided with meals. The cost of food be borne by the company.

Demand No. 14 : Festival Advance

It is demanded that the workmen be given festival advance equivalent to one month's gross salary during festival once a year.

Demand No. 15 : Gratuity

It is demanded that the workman be paid gratuity equivalent to one month's gross salary for every year of service.

Demand No. 16 : Loan Facility

It is demanded that the workman be provided housing loan of Rs. 1,00,000/- and for domestic purpose or marriage purpose a loan of Rs. 50,000/- repayable in

20 years be given free of interest. In the alternative, the company should form a Co-operative housing society for workers.

Demand No. 17 : Vehicle Loan

It is demanded that the workmen be provided interest free loan to purchase two wheeler.

Demand No. 18 : Medical Facility

It is demanded that a properly maintained ambulance and first aid facility be made available with full time doctor and compounder in all 3 shifts. In case of major illness such as surgery, hospitalization to employees and their dependants be provided. Free medical aid and all medicated expenses such as Doctor's fees, hospital charges, surgery charges and medicines to be borne by the company.

Demand No. 19 : Accident while on Duty

It is demanded that in case of accident to workman while on duty, full pay allowances and medical expenses including transportation be provided by the company till the recovery. Special room be provided if admitted in reputed hospital/Government hospital.

Demand No. 20 : Safety Measures

It is demanded that—

- (a) Workmen be given a tetanus injection twice a year using disposable syringes.
- (b) Mosquito prevention measures be undertaken strictly.
- (c) Safety committee be held regularly and its decisions implemented.
- (d) Employees be sent regularly for courses conducted by Inspector of Factories and Boilers.
- (e) Two pairs of gloves per day to each worker in press shop/maintenance and one pair of gloves to each worker in other section be provided.
- (f) Medical check up of all workmen twice a year and treatment be given after examining him.
- (g) Workmen be provided raincoat/umbrella in the rainy season.
- (h) All required safety measures should be strictly followed.
- (i) Daily shop floor house keeping be carried out.
- (j) Emergency light to be improved.
- (k) Pollution from smokes emitted by forklifts to be avoided and exhaust fans to be put.

Demand No. 21 : Gift

It is demanded that all workmen who have completed 15 years of service be given a gift worth Rs. 10,000/-.

Demand No. 22 : Industrial Tour

It is demanded that every year the entire cost of industrial tour be borne by the company. The tour to be of one week, out of Goa and the same should be treated on duty.

Demand No. 23 : Shoes and Socks

It is demanded that all workmen be provided one pair of plain shoes and 4 pair of socks every free of cost.

Demand No. 24 : Union Facilities

It is demanded that:-

Union office bearers be allowed to attend to union work such as attending conciliation proceedings before Labour Commissioner, Tribunal cases, Union meetings, meeting Union Advisor or before any Authority under labour laws, on duty upto a maximum of seven days a month. In case of necessity, the full Union Committee be allowed the facility.

President and General Secretary of the union be placed in general shift.

Twice a year general body meeting be allowed during office hours.

President and/or General Secretary be allowed to attend to union work. Visit union office during office hours, whenever need arises.

Half day as on duty be given to Union Office Committee to have monthly meetings with the Company Officials.

Demand No. 25 : Time Bound Scheme

It is demanded that the existing time bound scheme be improved in consultation with the Union.

Demand No. 26 : Insurance

It is demanded that each workman be insured under Group Insurance Scheme for Rs. 1,50,000/- each.

Demand No. 27 : Children's Educational Expenses

It is demanded that the children of workmen be provided school uniforms and all required books or Rs. 400/- to be given per child every year.

Demand No. 28 : Canteen Workers

It is demanded that all canteen workers be brought in roll of the company and be extended the benefits of regular company workers.

Demand No. 29 : Death Relief

It is demanded that in case of death of any worker, death relief be provided to the deceased member's family equivalent to the day wage, deducted from the wages of all workmen and equivalent amount to be contributed by the company.

Demand No. 30 : Rest Room

It is demanded that a fully furnished rest room be provided to workers.

Demand No. 31 : Mutual Benefit Fund

It is demanded that mutual benefit fund be revised in consultation with the union.

Demand No. 32 : Existing Facilities

It is demanded that all existing facilities, either granted through settlement or through practice shall

continue unless specifically altered by the present settlement.

(2) If not, what relief the workmen are entitled to?"

2. In response to notices both parties put their appearance in this Tribunal. The Party I presented its claim statement on 7-6-2004 at Exb. 4. Party II filed its written statement on 6-9-2004 at Exb. 5. Party I submitted its rejoinder on 30-9-2004 at Exb. 7.

3. On basis of pleadings, the then learned Presiding Officer framed issues on 21-10-2004 at Exb. 8. The reference is now on the stage of hearing.

4. Today representative and who is also one of the office bearers of Party I / Union and learned advocate of Party II filed terms of settlement and requested under application Exb. 13 to dispose off the reference by passing an award in terms of settlement which are at Exb. 14. Both parties have amicably settled the dispute under the terms of settlement which are taken on record. Hence, I proceed to adjudicate the reference by passing order as follows:-

ORDER

1) The reference is adjudicated in terms of settlement (Exb. 14) as follows:-

1.1.1 Pay Scales

It is agreed between the parties that the scales of pay of the workers are revised as per annexure 'A' of this settlement w. e. f. 1-1-2007.

1.2 Flat Rise

It is agreed between the parties that all the permanent workers on the roll of the company on 31-12-2006 shall be given flat rise as mentioned below:

- i. Those employees completed 10-15 years of service Rs. 500.00/- month.
- ii. Those employees completed 15-20 years of service Rs. 550.00/- month.
- iii. Those employees completed more than 20 years of service Rs. 600.00/- month.

After adding the above amount to the basic as on 31-12-2006 the revised resultant amount shall be fitted in the revised respective grades mentioned in annexure 'A'. Those employees whose basic pay falls between the two stages of the pay scales will be fixed in the next higher stages of that grade.

1.3 Fixed Dearness Allowance

It is agreed between the parties that the F. D. A. shall be paid at the revised rate of Rs. 510/- per month.

2. Allowances

2.1 Revision in House Rent Allowance

It is agreed between the parties that an additional amount of Rs. 330/- per month shall be paid in the H. R. A. It is further agreed that an additional amount of Rs. 75/- per month shall be added in H.R. A. w. e. f. 01-01-2008.

2.2 Conveyance Allowance

It is agreed between the parties that an additional amount of Rs. 400/- per month shall be added in the conveyance allowance. It is further agreed that an additional amount of Rs. 75/- per month shall be added in the conveyance allowance w. e. f. 01-01-2008.

2.3 Attendance Allowance

The existing practice will continue.

2.4 Children Education Allowance

It is agreed between the parties that all the workmen shall be paid children education allowance @ Rs. 4000.00 per month w. e. f. 1-1-2007.

2.5 Service Allowance

The existing practice will continue.

2.6 Washing Allowance

The existing practice will continue.

2.7 Leave Travel Allowance

The existing practice will continue.

2.8 Medical Allowance

It is mutually agreed to increase the Medical Allowance from existing Rs. 180/- per annum to Rs. 900/- per annum. The other terms & conditions for reimbursement of this allowance will remain unchanged. The increased amount will stand automatically withdrawn when company will come under E. S. I. Act and rules made thereunder.

2.9 Medical Facilities

It is agreed between the parties that in addition to the existing facilities as per clause 15 of the settlement dated 22-1-1991, the workman who met in the accident while on duty shall be an additional compensation of 25% of his normal wages in addition to what he is entitled under Workmen Compensation Act.

2.9 Night Shift Allowance

It is agreed between the parties that the night shift allowance shall be revised from the existing Rs. 2.30 per hour to Rs. 3.85 per hour. Computation of night shift allowance will be done as per existing practice.

3. Leaves

3.1 Casual Leave and Sick Leave

It is mutually agreed to increase casual leave and sick leave by one day each.

3.2 Privilege Leave

The existing practice will continue. However, employees on completing 10 years of service with the company, will be eligible for one day privilege leave for every 10 days actually worked. However, the total leave will not be more than 30 days.

Privilege Leave is credited in January every year. Therefore, for giving benefit of this provision workmen completing 10 years of service during the year will be credited privilege leave on pro-rata basis on 1st of

January. It is further agreed that the workmen will be allowed to avail the privilege leave 6 times in a year.

Compensation for working in holidays/compensatory off.

The existing practice will continue.

3.3 Encashment/Accumulation of leave.

The existing practice will continue.

4. Miscellaneous

4.1 Festival Advance

It is mutually agreed that Rs.5,000/- will be paid as festival advance to be recovered in 10 equal installments.

Gratuity

Gratuity will be paid as per the Gratuity Act and hence the present system will continue.

Bonus/Ex-gratia

It is agreed between the parties that all the workmen shall be paid 20% bonus/ex-gratia as per the existing practice.

4.2 Death/Benevolent Fund/Trust

The existing practice will continue.

4.3 Safety Shoes and Uniforms

The existing practice will continue. However, it is agreed that one pair of socks will be provided alongwith safety shoes every year in the month of January.

4.4 Loan Facility

The existing practice will continue.

Transport facility

It is mutually agreed that the company shall discuss all transport related issues with the Union committee from time to time.

4.5 Other Demands

This settlement is full and final settlement of all the demands raised by the Union through their Charter of Demands and also those raised with the Company during the negotiations. With the execution of this settlement all those demands of the Union not expressly provided in this settlement are deemed to have been settled or withdrawn by the Union.

It is specifically agreed by and between the parties that during the currency of this settlement, the Union/Workmen shall not raise and/or agitate for the alteration or re-opening of any demands settled and/or withdraw under this settlement, nor shall the Union/Workmen raise or agitate for any fresh demands on the Company during the period of this settlement.

4.6 Existing practices

It is agreed between the parties that the facilities and conventions not specifically altered by this settlement shall continue unaltered during the subsistence of this settlement. It is hereby agreed between the practices

that the demands which have not been specifically raised or dealt within the settlement are treated as withdrawn.

4.7 Period of operation of settlement

This settlement shall come into force 01-01-2007 and shall remain binding on the parties for a period 23 months i. e. from 01-01-2007 till 30-11-2008 and shall continue to remain binding thereafter until terminated in accordance with the provisions of law.

4.8 It is agreed between the parties that the Union shall make an application before the Hon'ble Industrial Tribunal wherein the reference IT/14/2004 is pending which will be counter signed by the management for praying a consent award in terms of the settlement. It is further agreed between the parties that the management shall pay an ex-gratia amount of Rs. 15,000/- per workman for the period from 1-12-1999 to 31-03-2005. The said amount shall be paid between 15th April, 2007 to 15th August, 2007. It is further agreed between the parties that the Interim Relief paid to the workman w.e.f. 1-4-2005 shall not be recovered and last month of the payment of the Interim Relief shall be 31-12-2006 and once this settlement comes into force w.e.f. 1-1-2007 the Interim Relief pay shall stand merged in the salary.

4.9 Union Contribution

The management agrees to deduct the sum of Rs.1,200/- (Rupees One thousand two hundred only) from each workman from the ex-gratia payable arising out of this settlement to the Union.

GENERAL

- The Company and the Union/Workman shall resolve their problems by peaceful and voluntary bipartite negotiations. Should such negotiations fail for any reasons, both the parties shall seek the assistance as provided under the law.
- The Company shall not resort to lock out and the Union/Workmen shall not resort to strike in connection with any matter covered by the settlement during the period it is in operation. In respect of any matters not covered by this settlement, neither the company shall declare a lock out nor the Union or any workmen shall go on strike during the period of this settlement without either party giving fourteen days notice to the other unless such lock out or such strike is in retaliation of an illegal strike or an illegal lock out as the case may be, by the other party.
- Union/Workmen agrees that it shall not indulge directly/indirectly into or encourage or condone absenteeism, acts of thefts willful damage to company's property, violence, sabotage, gherao, go-slow, work stoppage, strike or any other acts of misconducts and also giving publicity in newspapers which will hamper reputation and the business of the company.
- This settlement has been arrived at with a view to maintain and promote harmonious and peace-

ful relations between the parties and it is agreed that the workmen shall extend their full co-operation to the Company in giving maximum production and in maintaining industrial peace and discipline. It is further agreed that should any dispute/difference arise, the parties shall endeavour to resolve the dispute mutually.

- e. The parties agreed to send the compliance report on or before 30th August, 2007.
- 2) No order as to costs.
- 3) The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
Dilip K. Gaikwad,
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I.

Notification

No. 28/18/2007-LAB/1003

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 26-9-2007 in reference No. IT/27/2003 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.
Hanumant T. Toraskar, Under Secretary (Labour).
Porvorim, 16th October, 2007.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Ref. IT/27/2003

Workmen,
Rep. by Goa Telecommunications &
Systems Ltd., Employees Association,
Mapusa Industrial Estate,
Mapusa, Bardez-Goa. ... Workman/Party I
V/s

M/s. Goa Telecommunications &
Systems Ltd.,
Mapusa Industrial Estate,
Mapusa, Bardez-Goa. ... Employer/Party II
Workman/Party I represented by Subhash Naik.
Employer/Party II represented by Adv. P. J. Kamat.

AWARD – PART II

(Passed on this 26th day of September, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

Facts of the reference stated in brief, are as follows:

1. The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 8-5-2003, has referred to this Industrial Tribunal following dispute for adjudication.

1. Whether the action of the management of M/s. Goa Telecommunications & Systems Ltd., Mapusa Industrial Estate, Mapusa Bardez-Goa, in effecting laying off the following workmen from 17-6-2002 to 30-6-2002 is legal and justified?

- | | |
|---------------------------|----------------------------|
| 1. Antonio Fernandes | 2. Julekha Usmani |
| 3. Deepa Tamse | 4. Surekha Narvekar |
| 5. Aura D'Silva | 6. Arati S. Tople |
| 7. Shehenaz Khan | 8. Prakash Gad |
| 9. Mortu Thanekar | 10. Swati Samant |
| 11. Suryakant Salgaonkar | 12. Rajan Purkhe |
| 13. Manojkumar Halarnekar | 14. Anisha Asvekar |
| 15. Andrew Dias | 16. Pedro Albuquerque |
| 17. Vijaya Dangu | 18. Sapana Shetye |
| 19. Pramod Joshi | 20. Shruti Sawant |
| 21. Bhairavi Kurdikar | 22. Sandeep Kaulekar |
| 23. Neeta N. Naik | 24. Pradeep Naik |
| 25. Mrs. Nayani Shetye | 26. Sudhir Mardolkar |
| 27. Arjun Gosavi | 28. Ajit Tamhankar |
| 29. Satish Gaonkar | 30. Yuveraj Satardekar |
| 31. Vishwas Arlekar | 32. Divakar Viturkar |
| 33. Mrs. Priyanka Shetye | 34. Sulochanna Volvoikar |
| 35. Mrs. Roshani Naik | 36. Hanumant Patil |
| 37. Gajanan Parsekar | 38. Mrs. Seema Dhauskar |
| 39. Mahadev Navelkar | 40. Prakash Dhumal |
| 41. Anna D'Silva | 42. Sarita S. Naik |
| 43. Mrs. Neeta Kamat | 44. Mrs. Geeta Pednekar |
| 45. Mrs. Suchitra Sawant | 46. Anantrao Dessai |
| 47. Devanmand Pednekar | 48. Mrs. Shamal Banaulikar |
| 49. Mrs. Manisha Gad | 50. Suresh Parab |
| 51. Mrs. Snehal S. Shet | 52. Mrs. Lucia Mendes |
| 53. Pradip Tilve. | |

2. If not, what relief the workmen are entitled to?

2. In response to notices, both parties put their appearance in this Industrial Tribunal. The workmen (Party I) filed their claim statement on 1-5-2003 at Exb. 4. The Party II presented its written statement on 28-10-2003 at Exb. 5. The workmen (Party I) submitted their rejoinder on 19-11-2003 at Exb. 6.

3. On basis of pleadings, the then learned Presiding Officer framed issues on 10-12-2003 at Exb. 8. The workmen examined Sudhir Mardolkar on their behalf at Exb. 12. Thereafter, in view of settlements which are at Exb. 13 and at Exb. 14, the then learned Presiding Officer passed Award-(Part-I) on 18-5-2006 in case of dispute relating to all the workmen except Mrs. Deepa Tamse, Mr. Pramod Joshi, Mrs. Sarita Naik and Mrs. Snehal Shet. By passing award (Part-I) the then learned Presiding Officer held that in view of the settlements dated 16-5-2005 (Exb. 13) and dated 28-4-2003 (Exb. 14) the dispute does not exist in respect of the workmen named in these two settlements and hence the

reference does not survive. The reference proceeded further only in respect of the workmen Mrs. Deepa Tamse, Mr. Pramod Joshi, Mrs. Sarita Naik and Mrs. Snehal Shet.

4. Today representative of the workmen and learned Advocate of the Party II filed pursis at Exb. 15. The pursis is signed by both of them as well as by the remaining workmen, Mrs. Deepa Tamse, Mr. Pramod Joshi, Mrs. Sarita Naik and by Mrs. Snehal Shet. It is stated in the pursis that these workmen have settled the matter of lay-off compensation with the employer/Party II and that they have no dispute with the Party II. It is requested under this pursis that no dispute award be passed in the matter of these workmen.

5. The pursis filed today by the representative of the workmen and by learned advocate of the Party II is taken on record and same is given Exhibit No. 15. Since the dispute between these remaining workmen and the Party II is settled amicably, I hold that the dispute does not survive. With this, I proceed to pass the following order:-

ORDER

1. It is hereby adjudicated that the dispute as to whether the action of the management of M/s. Goa Telecommunications & Systems Limited, Mapusa Industrial Estate, Mapusa, Bardez-Goa (Party II) in effecting laying off the workmen, Mrs. Deepa Tamse, Mr. Pramod Joshi, Mrs. Sarita Naik and Mrs. Snehal Shet from 17-6-2002 to 30-6-2002 is legal and justified, does not survive.
2. It is hereby adjudicated that the dispute as to what relief the above stated workmen are entitled to does not survive.
3. No order as to costs.
4. The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
Dilip K. Gaikwad,
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/18/2007-LAB/1145

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 16-10-2007 in reference No. IT/32/93 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 13th November, 2007.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Case No. IT/32/93

Jaga D. Ghadi & 4 others,
Surla Ghadi Wada,
Post Velguem, Goa.

... Workmen/Party I

V/s

- 1) Ashok S. Mandrekar,
Contractor (deceased)
through his legal heirs.
 - a) Mrs. Nirmala Ashok Mandrekar
 - b) Master Aditya Ashok Mandrekar
 - c) Master Swayambhu Ashok Mandrekar No. (b) and (c) minors through their Guardians Mother (a).

- 2) Goa State Co-op. Milk Producers Union Ltd.,
Marva Sada,
Usgao, Goa.

... Employer/Party II

Party I/workmen are represented by Advs. B. A. Sahakari and Amul Thali.

Party II (1) did not appear.

Party II (2) is represented by Adv. P. J. Kamat.

AWARD

(Passed on this 16th day of October, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

1. Facts of present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 21-4-1993 has referred to this Industrial Tribunal following dispute for adjudication:

- (i) Whether the action of Shri Ashok Mandrekar, Contractor to M/s. Goa State Co-operative Milk Producers Union Limited, Curti, Ponda-Goa, in terminating the services of S/Shri Jaga D. Gadi, Ramakant N. Madkaikar, Mitra T. Gaunkar, Pandu G. Palekar and Premanand Verekar with effect from 15-10-1992 is legal and justified?
- (ii) If not, to what relief the workmen are entitled?

2. In response to notices, both parties put their appearance in this Industrial Tribunal. The Party I presented its claim statement on 9-11-1994 at Exb. 4. It appears from the claim statement that the Party II (2) is a Federal Co-operative Society, which is running business of Milk Milk, Products and of manufacturing cattle-feed. The milk plant is situated at village Curti, while the cattle-feed plant is situated at Tisk, Taluka Ponda. The Party II (2) has employed more than 200

employees in these two plants. The deceased Party II (1) was appointed as contractor in the year 1991 by the Party II (2) to do work of packaging and transporting of cattle-feed and raw material. The workmen who are the Party I were employed by the deceased Party II (1) as labourers on daily wages at the rate of Rs. 25/- each, from the year 1991 at cattle-feed plant of the Party II (2). They were doing work of loading, unloading and transportation of raw material required for cattle-feed. They were in continuous and uninterrupted service of the Party II (1) till their services came to be terminated by the Party II (1). They have completed service of more than 240 days in a year. They orally requested the Party II (1) in the month of October, 1992 to increase their wages by Rs. 2/- per day. The Party II (1) instead of making compliance with their demand terminated their services on 15-10-1992 without assigning reason and without making compliance with mandatory provisions contained in Section 25F of the said Act, 1947. They raised dispute before the Assistant Labour Commissioner. Conciliation proceedings held by the Assistant Labour Commissioner ended in failure. Therefore, the Government of Goa under order dated 21-4-1993 has referred the dispute to the Industrial Tribunal for adjudication as stated earlier.

3. According to the workman (Party I) termination of their services is illegal and unjustified. They have prayed for reinstatement in the service with full back wages and with consequential benefits and with continuity in the service.

4. It appears that during pendency of the reference, the Party II(1) died. His legal representatives are brought on record as Party II (1) (a) (b) (c). They are served with notice. They did not choose to appear in this proceedings.

5. The Party I moved application (Exb. 5) for permission to implead Party II (2) in this proceeding. The application is granted by the then learned Presiding Officer under order dated 17-4-1998. Pursuant to this order the Party I impleaded the Party II (2) by making amendment in the claim statement.

6. The Party I by carrying out further amendment in the claim statement pleaded that the Party II (2) by memorandum of settlement dated 23-11-1995 has absorbed all workmen of the contractor that is of the deceased Party II (1) in its service with enhanced wages and with a stipulation to regularize/confirm all these workmen in its service. Therefore, the Party I/Workmen prayed for direction to the principal employer that is the Party II (2) to absorb and to regularize/confirm them in its service with enhanced wages as per settlement dated 23-11-1995.

7. The Party II (2) filed its written statement on 19-6-1998 at Exb. 9. It appears from written statement that the Party II (2) is a Co-operative Society set up under provisions of Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa. The dispute relating to termination of services of the Party I/Workmen is a dispute within the meaning of Section 91 of the said Act of 1960. The reference is in respect of action taken

by the deceased Party II (1). Therefore, the reference is not maintainable. Appropriate Government is empowered under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970, to abolish genuine labour contracts. The dispute is not espoused by recognised union of employees. There is no relationship of employee and employer between the Party I and the Party II (2). There was an agreement of contract between the deceased Party II (1) on one hand and the deceased Party II (2) on the other for supply of labourers to handle raw material at the cattle-feed plant of the Party II (2). As per this agreement of contract the deceased Party II (1) was alone responsible for employment of labourers and also for making payment of wages and of other legal dues to them. The deceased Party II (1) was employing casual labourers as per requirement. None of the Workmen/Party I was employed by the Party II (1) on regular and or permanent basis. They were not employed since after the month of October, 1992. The Party II (2) terminated contract of the deceased Party II (1) with effect from 17-1-1993. Thereafter, labourers which were required by the Party II (2) were supplied by another contractor, B. Sunil till the month of October, 1995. The deceased Party (1) terminated services of the Party II (1) workmen in January, 1993. None of the Workmen/Party I worked continuously for more than 240 days in a calendar year with the deceased Party II (1) and for the Party II (2). They were employed by the deceased Party II (1) as casual labourers and therefore question of making compliance with provisions contained in Section 25F does not arise. The Party II (2) is neither jointly nor severally liable to reinstate the Party I/Workmen in its service. The Party I/Workmen are not entitled to any of the reliefs claimed by them.

8. The Party I workmen submitted rejoinder on 17-7-1998 at Exb. 10. According to the workmen, the dispute raised under the present reference is not covered by Section 91 of the Maharashtra Co-operative Societies Act, 1960. The Party II (2) was regularly making payment of wages to its all employees. They were continuously working without interruption with the Party II (2). Requirements of the Contract Labour (Regulation and Abolition) Act, 1970 are not followed by the Party II (2). Even after termination of their services by the deceased Party II(1), they were working in establishment of the Party II (2). Being principal employer the Party II (2) is liable to reinstate them in its service.

9. On basis of pleadings of both parties, issues are framed on 17-8-1998 at Exb. 11 as follows:-

1. Whether the Workmen/Party I prove that they were employed with the employer/Party II (1) as labourers continuously and uninterruptedly from August, 1991 till the date of termination of their services at the cattle-feed plant of the Employer/Party II (2) ?
2. Whether the Workmen/Party I prove that the action of the Employer/Party II (1) in terminating their services w.e.f. 15-10-1992 is illegal and unjustified ?

3. Whether the Workmen/Party I prove that the Employer/Party II (2) absorbed all the workmen of the Employer/Party II (1) by settlement dated 23-11-1995 with enhanced wages and confirmation and therefore, the Workmen/Party I are also entitled to absorption/confirmation and enhanced wages in the services of the Employer/Party II (2) ?
4. Whether the Employer/Party II (2) proves that the reference is not maintainable for the reasons stated in para. 2 of the written statement?
5. Whether the workmen/Party I are entitled to any reliefs?
6. What Award?

10. My findings on the above issues are as follows:—

- Issue No. 1.: In affirmative.
Issue No. 2.: In affirmative.
Issue No. 3.: In negative.
Issue No. 4.: In negative.
Issue No. 5.: In negative
Issue No. 6.: As per final order.

REASONS

11. *Issue No. 1:* The Party II (2) is a Federal Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960. It carries on business of sale of milk, milk products and of manufacturing cattle-feed. The milk plant is situated at village Curti, while the cattle-feed plant is situated at village Tisk which is in Ponda Taluka of North Goa District. It had appointed the deceased Party II (1) as its contractor to do work of loading and unloading cattle-feed and raw material as and when required. Appointment of the deceased Party II (1) as contractor was under agreement dated 21-8-1991 as pointed out by witness Suresh Naik who is examined on behalf of the Party II (2) at Exb. 20. The deceased Party II (1) had employed the Party I/Workmen and others to do work of loading and unloading and transporting of cattle-feed and raw material at the cattle-feed plant owned by the Party II (2) with effect from the month of August, 1991. This fact becomes clear from pleading in the claim statement and also from evidence of the workmen Premanand Vernekar (Exb. 15), Jaga Gadi (Exb. 16), Pandu Palekar (Exb. 17) and of Mitra Gaunkar (Exb. 18).

12. There is no documentary evidence on behalf of the Party I/Workmen to show as to whether they were employed by the deceased Party II (1) either on regular or casual basis. There is also no specific mention in this regard in the claim statement. If evidence of the workmen examined by the Party I coupled with that of Suresh Naik examined by the Party II (2) is taken into consideration, one fact which clearly emerges therefrom is that the deceased Party II (1) had employed the Party I/Workmen as labourers to do work of loading, unloading and of transporting cattle-feed and raw material at the cattle-feed plant of the Party II (2) with effect from the

month of August, 1991. Now, it has to be decided as to whether the Party I/Workmen were employed as labourers continuously and uninterruptedly till the date of termination of their services by the deceased Party II (1) at the cattle-feed plant of the Party II (2).

13. Evidence of the workmen examined by the Party I further speaks that the Party I/Workmen were continuously and uninterruptedly working at the cattle-feed plant of the Party II (2) till their services came to be terminated by the deceased Party II (1) with effect from 15-10-1992. There is also no documentary evidence to support the date of termination of their services. Though the witness Suresh Naik who is examined by the Party II (2) has disclosed in his evidence that the deceased Party II (1) did not employ the Party I/Workmen after the month of December, 1991, this position does not appear to be correct. The Party II (2) has pleaded in para No. 7 of its written statement (Exb. 9) that the Party I/Workmen were not engaged after the month of October, 1992. It follows that the Party I/Workmen were employed by the deceased Party II (1) to do work at the cattle-feed plant of the Party II (2) till the month of October, 1992. Evidence led by the Party I/Workmen that they were employed by the deceased Party II (1) in the month of August, 1991 till their services came to be terminated on 15-10-1992 by the Party II (1) at the cattle-feed plant of the Party II (2) appears to be more probable, convincing and trustworthy. I, therefore, answer the issue in affirmative.

14. *Issue No. 2:* The deceased Party II (1) had employed the Party I/Workmen to do work of loading and unloading of cattle-feed at the cattle-feed plant owned by the Party II (2) on daily wages Rs. 25/- each. This fact is admitted by Party II (2) in para No. 16 of its written statement (Exb. 9). Evidence of the workmen examined by the Party I speaks in one chorus that because the workmen demanded to increase the daily wages by Rs. 2/- their services came to be terminated with effect from 15-10-1992. The workman Premanand Vernekar pointed out in his evidence that his service came to be terminated by the Goa cattle-feeds that is by Party II (2) What he has pointed out is apparently not correct, because it is specific case of the Party I/Workmen in the claim statement that their services are terminated by the deceased Party II (1). Their services are not terminated by the Party II (2). The Party I/Workmen were doing the work at cattle-feed plant of the Party II (2) till the month of October, 1992 as pleaded by the Party II (2) in para No. 7 of its written statement. All these circumstances, lead to logical inference that services of the Party I/Workmen are terminated by the deceased Party II (1) with effect from 15-10-1992.

15. Now, I switch over to decide as to whether termination of services of the Party I/Workmen by the Party II (1) is illegal and unjustified. It has come in evidence of all the workmen examined by the Party I that before termination of their services they are not given one month's notice. Though the workmen did not point out in their evidence, it becomes clear from pleadings in para No. 17 of written statement (Exb. 9) of the Party II (2) that neither one month's notice is given

to the Party I/Workmen before termination of their services nor they are paid in lieu of such notice, wages for the period of notice and retrenchment compensation. Learned advocate of the Party I/Workmen has filed written notes of argument at Exb. 21. It appears from these written notes of argument and also from pleading in claim statement that the deceased Party II (1) terminated services of the Party I/Workmen without making compliance with provision contained in Section 25F of the said Act, 1947 and therefore termination of the services is illegal and unjustified. Section 25F lays down that—

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).*

16. Evidence of the workmen examined by Party I coupled with pleadings of Party II (2) in paras No. 4 and 7 of its written statement makes it clear that the Party I/Workmen were doing work under employment of the deceased Party II (1) during period from August, 1991 to October, 1992. This will certainly go to show that the Party I/Workmen were employed by the deceased Party II (1) in industry of the Party II (2), and that, the Party I/Workmen were in continuous service for not less than one year under the employer, that is the deceased Party II (1). Termination of service of workmen by employer amounts to retrenchment as defined under Section 2(oo) of the said Act, 1947. Therefore, provisions contained in Section 25F of the said Act, 1947 will certainly come into picture. This section lays down conditions precedent to retrenchment of workmen. The deceased Party II (1) did not comply with these conditions before terminating services of the Party I/Workmen I, therefore hold that termination of services of the Party I/Workmen by the deceased Party II (1) is illegal and unjustified. My answer to the issue is in affirmative.

17. Issue No. 3: It has come in evidence of workmen examined by the Party I that all remaining labourers working at cattle-feed plant are absorbed by the Party II (2) as per settlement arrived at between Gomantak Mazdoor Sangh on one hand, and the Party II (2) on the other. On this basis they have prayed for direction to the Party II (2) to absorb them in its service.

18. It appears from written notes of argument (Exb. 21) filed by learned advocate of the Party I/Workmen that the labour contract entered into by and between the deceased Party II (1) on one hand and the Party II (2) on the other is a mere camouflage. The Party I/Workmen have completed their service of more than 240 days. Remaining workers who are absorbed by the Party II (2) in service under settlement were placed in similar position. Therefore, according to the learned advocate, the Party I/Workmen are entitled to absorption in service of the Party II (2). He relied upon decision given by the Hon'ble Supreme Court in case of *Secretary, Haryana State Electricity Board, Appellant v/s Suresh and others etc. etc. respondents, reported in AIR 1999, SC 1160*.

19. In the reported case of *Secretary, Haryana, State Electricity Board*, work of keeping plants and station clean and hygienic was awarded by the Board to contractor. The work was not of seasonal nature. The contract was stipulating number of employees to be engaged by contractor. Overall control of workings of contract labour including administrative control was with the Board which was neither registered as principle employer nor contractor was licenced contractor. The Hon'ble Supreme Court held that the contract system was thus a mere camouflage which could be easily pierced and employer employee relationship between Board and employee easily visualized and that the employees who have worked for more than 240 days cannot therefore be denied absorption.

20. In the present case the Party II (2) had awarded to the deceased Party II (1)/contract of loading, unloading and of transporting cattle-feed at its cattle-feed plant under agreement dated 21-8-1991. The Party I/Workmen were employed by the deceased Party II (1) to do this work. They have worked for more than 240 days. However, it is not the case of the Party I/Workmen and there is also no evidence on their behalf to show that the Party II (2) had overall control and supervision over their work, and that, neither the Party II (2) was registered as principal employer nor the contractor that is the deceased Party II (1) was licensed contractor. In view of these distinguishable facts, with respect I am of the opinion that the decision given by the Hon'ble Supreme Court in case of *Secretary, Haryana, State Electricity Board* and which is relied upon by the learned advocate of the Party I is not applicable to the present case.

21. In reply, learned advocate of the Party II (2) argued that the terms of settlement of which the Party I/Workmen are trying to take benefit had taken place between the Party II (2) on the one hand and Gomantak Mazdoor Sangh. The Party I/Workmen are neither members of Gomantak Mazdoor Sangh nor they are concerned with the said terms of the settlement. There is no relationship of employer and employee between the Party II (2) and the Party I/Workmen. It was the deceased Party II (1) who had engaged the Party I/Workmen and some other workers in connection with work entrusted to the deceased Party II (1) by the Party II (2). This does not mean that the Party I/Workmen were direct employees of the Party II (2). There is also no evidence on behalf of

the Party I/Workmen to prove that the contract which had taken place between the deceased Party II (1) on one hand and the Party II (2) on the other was sham and bogus. Therefore, according to him, the Party I/Workmen are not entitled to absorption in service of the Party II (2). He relied upon decision given by the Hon'ble Supreme Court in case of *Steel Authority of India and others, appellants v/s National Union, Waterfront Workers and others, respondents reported in (2001) 7 Supreme Court cases I*.

22. Xerox copy of the terms of settlement dated 23-11-1995 is produced at Exb. W-1. It appears therefrom that the Party II (2) agreed to take sixteen workmen on daily wages with effect from 1-11-1995, to regularize six workmen with effect from 1-4-1996 five workmen with effect from 1-4-1997, and another set of five workmen will effect from 1-4-1998 depending upon their work performance and on recommendation of the Manager of cattle-feed plant. Names of the said sixteen workmen are in the list Annexure 'A' which is part of the terms of settlement. Name of any of the Party I/Workmen is not in this list. The Party I/Workmen are not members of Gomantak Mazdoor Sangh. They were not directly employed by the Party II (2). One more important aspect is that they were not working at cattle-feed plant of the Party II (2) when the terms of settlement (W-1) came into existence. When it is the case of the Party I/Workmen that their services are terminated by the deceased Party II (1) with effect from 15-10-1992 it cannot be said by any stretch of imagination that they were working at the cattle-feed plant of the Party II (2) at the time of settlement (Exb. W-1). Further, the terms of the settlement do not show even by way of inference that the workmen whose names are listed in Annexure 'A' were employed by the deceased Party II (1). I, therefore, hold that the Party II/workmen are not entitled to claim the absorption in service of the Party II (2), on basis of these terms of settlement (W-1).

23. The Hon'ble Supreme Court held in case of *Steel Authority of India Limited and others* referred to above that, engagement of contract labour in connection with the work entrusted to the contractor by the principal employer does not culminate in emergence of master and servant relationship between the principal employer and the contract labour. The Hon'ble Supreme Court further held in this reported case that when a workman is hired through a contractor master and servant relationship exist, but when a workman is hired in or in connection with the work of establishment to produce and given result or the contractor supplies workmen for any work of the establishment, unless the contractor is a mere camouflage, the workmen cannot be treated as an employee of the principal employer.

24. The agreement dated 21-8-1991 whereunder the Party II (2) awarded to the deceased Party II (1) work of loading, unloading and transporting cattle-feed and raw material, is not produced on record. The Party I/Workmen did not take step to get the agreement produced from the Party II (2). In my view the Party II (2) was in better position to produce the said agreement. Nothing such has been done by the Party II (2) also. Resultant position is that the said agreement is not on record. The Party I/Workmen did not make out case in

their claim statement that the said agreement is a sham and bogus. Only because the Party I/Workmen were employed by the deceased Party II (1) to do the work which was entrusted to him by the Party II (2) that will not be sufficient ground for emergency of master and servant relationship between the Party II (2) and the Party I/Workmen. In view of this reason, above discussion and by relying upon decision given by the Hon'ble Supreme Court in reported case of *Steel Authority of India Limited and others*, alluded supra, I do not accept case made out by the Party I/Workmen. My answer to the issue is in negative.

25. Issue No. 4: The Party II (2) raised plea in para No. 2 of its written statement (Exb. 9) that it is the Cooperative Society registered under the Maharashtra Cooperative Societies Act, 1960, that the dispute raised by the Party I/Workmen is covered by Section 91 of the said Act, 1960 and therefore this reference is not maintainable. Learned advocate of the Party II (2) fairly conceded and rightly so, that the dispute raised by the Party I/Workmen does not come within scope of provision contained in Section 91 of the said Act, 1962 and that the reference is maintainable. I, therefore do not accept the plea raised by the Party II (2) in para No. 2 of its written statement and which is reproduced above. I answer the issue in negative.

26. Issue No. 5: The Party I/Workmen succeeded in proving that termination of their services by the deceased Party II (1) is illegal and unjustified. The deceased Party II (1) was contractor of the Party II (2) till the month of January, 1993 as pointed out by witness Suresh Naik examined on behalf of the Party II (2). There is no evidence to show that even after the month of January, 1993 the deceased Party II (1) continued to do the same work which was entrusted to him by the Party II (2) at its cattle-feed plant. The Party II (1) is no more. There is also no evidence on behalf of the Party I/Workmen to disclose as to whether the same business which was being run by the deceased Party II (1) is continued by his legal representatives. The Party I/Workmen are not proved to be direct employees of the Party II (2). In view of this position and findings given to issues number 2 and 3, I answer the issue in negative.

As a result of findings given to issue Nos. 2, 3 and 5, I hold that the action of the deceased Party II (1) in terminating service of Party I/Workmen w.e.f. 15-10-1992 is illegal and unjustified, and that the Party I/Workmen are not entitled to any of the reliefs claimed by them. With this, I proceed to adjudicate the reference by passing order as follows:

ORDER

1. It is hereby adjudicated that the action of Shri Ashok Mandrekar, contractor/the deceased Party II (1) to M/s. Goa State Co-operative Milk Producers Union Limited, Curti, Ponda, Goa/Party II (2), in terminating the services of S/Shri Jaga D. Gadi, Ramakant N. Madkaikar, Mitra T. Gaunkar, Pandu G. Palekar and Premanand Verekar (Party I) with effect from 15-10-1992 is illegal and unjustified.

2. It is hereby adjudicated that the Party I/Workmen are not entitled to any of the reliefs claimed by them.
3. No order as to costs.
4. The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
Dilip K. Gaikwad,
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/18/2007-LAB/1303

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa, on 26-11-2007 in reference No. IT/48/2001 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Hanumant T. Toraskar, Under Secretary (Labour).

Porvorim, 13th December, 2007.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I AT PANAJI

(Before Dilip K. Gaikwad, Presiding Officer)

Case No. IT/48/2001

Workman

Represented by Goa Trade &
Commercial Workers Union,
Velho Building,
Panaji Goa.

... Workman/Party I

V/s

M/s. Resort de Santo Antonio,
Gaurawaddo, Calangute,
Bardez Goa.

... Employer/Party II

Party I/Workman is represented by Adv. Suhas Naik.

Party II/Employer is represented by Adv. G. A. Lobo.

AWARD

(Passed on this 26th day of November, 2007)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter in short referred to as the said Act, 1947).

1. Facts of present reference, stated in brief, are as follows:

The Government of Goa in exercise of powers conferred on it by Section 10(1)(d) of the said Act, 1947, under order dated 21-8-2001 has referred to this Industrial Tribunal following dispute for adjudication:

- (1) "Whether the non-employment of Shri Devanand Sopte, housekeeper, with effect from 30-9-2000, is a case of refusal of employment or an instance of voluntary absence.
- (2) In either case, to what relief the workman is entitled?"

2. In response to notices, both parties put their appearance in this Industrial Tribunal. Party I presented his claim statement on 20-11-2001 at Exb. 3. Party II filed its written statement on 25-9-2002 at Exb. 6. Party I submitted rejoinder on 11-10-2002 at Exb. 7.

3. On basis of pleadings, the then learned Presiding Officer framed issues on 15-1-2003 at Exb. 10. Party I examined himself at Exb. 11 and produced xerox copies of documents at Exb. W-1 to Exb. W-5.

4. Today, learned advocate of Party I filed pursis at Exb. 13 stating that, both parties have settled subject matter of the present reference and that the Party I does not wish to proceed with the present reference. He requested to pass "No Dispute Award". Neither the Party II, nor its learned advocate was present. After hearing learned advocate of Party, the pursis is granted.

5. Since dispute under present reference is settled between the parties, I hold that the dispute under the present reference does not survive. With this, I proceed to adjudicate the reference by passing order as follows:

ORDER

- 1) It is hereby adjudicated that the dispute whether the non-employment of Shri Devanand Sopte, housekeeper w.e.f 30-9-2000 is a case of refusal of employment or an instance of voluntary absence, does not survive.
- 2) The dispute in either case to what relief the workman is entitled, does not survive.
- 3) No order as to costs.
- 4) The Award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
Dilip K. Gaikwad,
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.